

**AMENDMENT NUMBER SIX
TO PROFESSIONAL SERVICES AGREEMENT
WITH
INTERWEST CONSULTING GROUP INC.**

This Amendment Number Six ("Amendment") is made and entered into as of the 16th day of July, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and INTERWEST CONSULTING GROUP INC., a Colorado corporation registered to do business in California ("Consultant").

WHEREAS, City and Consultant entered into an agreement on July 17, 2018 for Consultant to provide engineering staff support services to the Transportation Services Division (the "Agreement"); and

WHEREAS, City and Consultant amended the Scope of Services and increased Consultant's maximum compensation through Amendment Number One to the Agreement, dated February 15, 2019; and

WHEREAS, City and Consultant further amended the Scope of Services and increased Consultant's maximum compensation through Amendment Number Two to the Agreement, dated June 4, 2019; and

WHEREAS, City and Consultant further amended the Scope of Services and increased Consultant's maximum compensation through Amendment Number Three to the Agreement, dated October 1, 2019; and

WHEREAS, City and Consultant increased Consultant's maximum compensation to enable City to use Consultant for additional services through Amendment Number Four to the Agreement, dated March 3, 2020; and

WHEREAS, City and Consultant increased Consultant's maximum compensation to enable City to use Consultant for additional services through Amendment Number Five to the Agreement, dated February 16, 2021; and

WHEREAS, City now desires to increase Consultant's maximum compensation to One Million Two Hundred Forty-Nine Thousand Dollars (\$1,249,000.00) to enable City to use Consultant for additional staff support services; and

WHEREAS, Section 4.1 of the Agreement provides for a term of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year periods; and

WHEREAS, City and Consultant desire to extend the term for one (1) year, through July 16, 2022; and

WHEREAS, City and Consultant intend and desire that this Amendment be effective retroactive to the Effective Date.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Amendment shall be effective retroactive to the Effective Date.
2. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed One Million Two Hundred Forty-Nine Thousand Dollars (\$1,249,000.00).
3. The term of the Agreement shall be extended through July 16, 2022.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Don Amador H
City Manager

Date: 09/30/21

CONSULTANT

AA
Signature

Date: 9/24/21

Avner Alkhas, CFO
Name and Title

ATTEST:

Brenda Green 10/4/2021
City Clerk



APPROVED AS TO FORM:

[Signature]
City Attorney

Date: 9/30/21

APPROVED AS TO INSURANCE:



Risk Management

Date: 9/29/21

APPROVED AS TO CONTENT:



Project Manager

Date: 9/29/2021

DEPARTMENTAL APPROVAL:



Public Services Director

Date: 9-29-21

APPROVED AS TO PURCHASING:



Finance Director

Date: Sept. 28, 2021